

**AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
OFFICE OF PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8
REPRESENTING EMPLOYEES IN
SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH
DIVISION OF ALCOHOL TOBACCO AND OTHER DRUGS AND
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION**

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PREAMBLE

These articles constitute an agreement, the terms of which have been negotiated in good faith between King County (hereinafter referred to as the Employer) and the Office and Professional Employees International Union Local 8 (hereinafter referred to as the Union) representing employees in the Department of Public Health, Seattle and King County, and the King County Department of Community and Human Services. This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Employer and its employees by providing a uniform basis for implementing the representation rights of public employees. It sets forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the Employer has authority to act on such matters. The objective of this Agreement is to promote cooperation between the Employer and its employees. This Agreement and the procedure which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

1 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

2 ***Section 1.1. Union Recognition.*** The Employer agrees to recognize the Union as the sole
3 collective bargaining agent for all full-time, regular part-time, and temporary (to the extent they meet
4 the hours worked requirement in Section 1.5 below) employees as referenced in Public Employment
5 Relations Commission (PERC) Decision 5250. The job titles, Departments, and departmental
6 divisions of employees covered by this Agreement are set forth in Addendum A.

7 ***Section 1.2. Union Coverage.*** The Employer shall notify the Union within thirty (30) days
8 of the establishment of any new classification in the Alcohol, Tobacco and Other Drugs Division or
9 the Mental Health, Chemical Abuse and Dependency Services Division. Upon request from the
10 Union, the Employer shall consult with the Union as to the appropriateness of including any new
11 classification in the bargaining unit. Inclusion or exclusion from the bargaining unit, absent
12 Agreement, shall be subject to a decision of the Public Employment Relations Commission. The
13 Union and the Employer shall negotiate over the rate of pay for all new classifications in the
14 bargaining unit.

15 ***Section 1.3. Union Security and Membership.*** It shall be a condition of employment that all
16 employees covered by this Agreement who are members of the Union in good standing on the
17 effective date of this Agreement shall remain members in good standing and those who are not
18 members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day
19 following the effective date of this Agreement, become and remain members in good standing in the
20 Union. It shall also become a condition of employment that all employees covered by this
21 Agreement and hired or assigned into the bargaining unit on or after the effective date shall, on the
22 thirtieth (30th) day following the beginning of such employment, become and remain members in
23 good standing in the Union.

24 ***Section 1.4.*** Nothing in this Article shall require an employee to join the Union if the
25 employee qualifies for exemption based on a bona fide religious belief or on bona fide religious
26 tenets or teachings of a church or religious body of which the employee is a member, in which case
27 an amount of money equivalent to regular Union dues and initiation fee shall be paid to a non-
28 religious charity mutually agreed upon by the employee affected and the bargaining representative

1 to which such employee would otherwise pay the dues and initiation fee. The employee shall, every
2 thirty (30) days, furnish proof that such payment has been made.

3 **Section 1.4.(a).** Nothing in this Article shall require an employee to join the Union who
4 elects instead to pay the Union an agency fee as allowed by law.

5 **Section 1.5.** A temporary employee shall, after having worked 174 straight-time hours on a
6 continuous basis, pay to the Union, in lieu of the Union security requirement under Section 1.3, a
7 service fee in an amount equal to the Union's regular monthly dues uniformly required of regular
8 Department employees for each 174 straight-time hours worked thereafter within the bargaining unit.

9 **Section 1.6. Rosters.** Every six (6) months, upon request by the Union, the Employer shall
10 send the Union a list of all employees covered by this Agreement and include their name, address,
11 classification, rate of pay, hours worked, FTE status, and hire date.

12 **Section 1.7.** In the event an employee fails to apply for or maintain his/her membership in the
13 Union as required, the Union may give the Employer notice of this fact. Within twenty (20) days
14 after receipt of such notice, if the employee has not obtained membership in the Union, the services
15 of such employee shall be terminated by the Employer.

16 **Section 1.8. Union Insignia.** Employees who are members of the Union in good standing
17 shall be permitted to wear, during work hours, any type of Union insignia prescribed by their
18 international or local organization. The wearing of such insignia by a Union member shall not be
19 cause for discipline. This provision shall not excuse an employee from following any departmental
20 dress code.

21 **Section 1.9. Dues Deduction.** The County agrees to deduct from the pay check of each
22 employee who has authorized it, the regular monthly dues uniformly required of members of the
23 Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees
24 involved. Authorization by the employee shall be on a form approved by the parties hereto and may
25 be revoked by the employee upon request. The performance of this function is recognized as a
26 service to the Union by the County.

27 **Section 1.10. Bulletin Boards.** The Health Department and the Department of Community
28 and Human Services shall provide bulletin board space for the posting of Union-related material in

1 areas accessible to bargaining unit members; provided, however, that said space shall not be used for
2 notices which are political in nature. All material posted shall be officially identified as authorized
3 for posting by the Union and a copy of all material to be posted will be provided to the Department
4 Personnel Manager prior to or concurrent to posting. All material shall have an expiration date
5 listed; once that expiration date has been reached said material may be removed by the Employer.

6 **Section 1.11. Hold Harmless.** The Union shall indemnify, defend, and hold the County
7 harmless against any and all claims made and against any and all suits instituted against the County
8 arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County
9 under Sections 1.3, 1.7 and 1.9. of this Article.

10 **Section 1.12. Union Notification.** Within ten (10) days from assignment of any employee
11 for regular employment, the Employer shall forward the Union a completed membership application
12 form signed by that employee. The Employer shall notify the Union promptly of all employees
13 leaving its employment.

14 **Section 1.13. Visitation.** An authorized Union representative may visit the work location of
15 employees covered by this Agreement for the purpose of investigating grievances and observing
16 working conditions. The visits shall not interfere with or disturb employees in the performance of
17 their work nor interfere with the delivery of County services. The Union shall notify the Employer of
18 such visits in advance. Except as may be provided in other provisions of this Agreement, department
19 work hours shall not be used by employees for the conduct of Union business or the promotion of
20 Union affairs (e.g., conduction of elections and other internal Union business).

21 The Union shall provide the department head and the Director of the Office of Human
22 Resources Management (OHRM) a written list of the names of all authorized Union staff
23 representatives; said list shall be kept current by the Union. Access to work locations shall only be
24 granted to Union staff representatives on the current list.

25 **Section 1.14. Shop Steward.** The Employer agrees to recognize employees appointed and
26 identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer,
27 a Shop Steward may, if requested by the grievant, initiate grievances and attend grievance meetings
28 on work time. The Shop Steward's work shall not be unreasonably disrupted because of his/her

1 participation in grievance matters.

2 **Section 1.15. Present Conditions.** No present employee, who, prior to the date of this
3 Agreement was receiving more than the rate of wages or benefits designated in this Agreement for
4 the class of work in which the employee was engaged, will suffer a reduction in the rate of wages or
5 benefits from the application of this Agreement, unless such reduction is part of this Agreement.

1 **ARTICLE 2: DEFINITIONS**

2 ***Section 2.1. Probationary Employee.*** An employee who is employed in a career service
3 position and is serving a probationary period. The probationary period is the period of time prior to
4 the final step in the competitive screening process for career service appointments.

5 ***Section 2.2. Full-Time Regular Employees.*** Full-time regular employees are employees who
6 have an established work schedule of not less than thirty-five (35) and not more than forty (40) hours
7 per week and fill a full-time budgeted position.

8 ***Section 2.3. Part-Time Regular Employees.*** Part-time regular employees are employed in a
9 part-time regular position and are regularly scheduled to work at least 910 hours in a year (35 hour
10 work week) or 1040 hours in a year (40 hour work week). Part-time regular employees are members
11 of the career service and are eligible for holidays, leave, and insured benefits.

12 ***Section 2.4. Temporary Employees (excluding Term-limited Temporary Employees).***
13 Temporary employees are individuals employed in a temporary position, either full or part-time,
14 employed on a temporary basis for less than 910 hours in a calendar year (35 hour work week) or
15 1040 hours in a calendar year (40 hour work week). Temporary employees or extra-help employees
16 shall be exempt from all provisions of this Agreement except for Section 1.5, Section 1.7, Section
17 2.4, and Article 11 Grievance Procedure; provided however, temporary employees shall be covered
18 by the Grievance Procedure solely for the purposes of adjudicating grievances relating to Section 1.5,
19 Section 1.7, Section 2.4, and Article 11 of this Agreement. The Department will not use temporary
20 employees to cause the reduction of existing bargaining unit positions.

21 ***Section 2.5. Temporary Employees' Pay.*** Temporary employees (other than term-limited
22 temporary employees) whose work hours exceed the calendar year working hours threshold defined
23 in Section 2.4 shall be eligible for pay in lieu of benefits as provided by King County ordinance.

24 ***Section 2.6 Term-limited Temporary Employees.*** Term-limited temporary employees are
25 those employed in a term-limited temporary position. Term-limited temporary employees are not
26 members of the career service and may not be employed in term-limited temporary positions longer
27 than three years beyond the date of hire, except as provided in King County Code. Term-limited
28 temporary employees are exempt from all provisions of this Agreement except those provisions that

cover temporary employees as defined in Section 2.4 above. In addition, term-limited temporary employees are eligible for paid leaves, holidays, and insured benefits as provided by King County ordinance.

1 **ARTICLE 3: NON-DISCRIMINATION**

2 The Employer and the Union agree that they will not discriminate against any bargaining unit
3 member with respect to compensation, terms, conditions or privileges of employment by reason of
4 race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin,
5 disability, union activity, or military service. Both parties agree personnel actions may be taken to
6 accommodate disabilities as may be required under the American with Disabilities Act (ADA).

7 Complaints or charges under this Article shall be pursued through appropriate equal
8 employment opportunity agencies of the federal, county, city or state rather than through the contract
9 grievance procedure.

1 **ARTICLE 4: EMPLOYMENT PRACTICES**

2 ***Section 4.1. Discipline.*** Regular employees may be disciplined or discharged for just cause,
3 which includes the concept of progressive discipline. The type and level of disciplinary action will
4 be determined by the nature and severity of the behavior and/or performance leading to disciplinary
5 action. In cases of suspension or discharge, the specified charges and duration, where applicable, of
6 the action shall be furnished to the employee in writing prior to the effective date of the action except
7 in emergency situations. A copy of said notice shall be sent to the Union.

8 Employees shall have the right to the attendance of a Union representative at disciplinary
9 and/or investigatory meetings. If the employee requests Union representation at such a meeting, the
10 employee shall notify the Employer and shall be provided reasonable time to arrange for a
11 representative to be present. If the employer has not informed the employee prior to the meeting of
12 the meeting's purpose and of the employee's right to have a representative present, the employee
13 may request adjournment for a reasonable time period until a representative can be present.

14 ***Section 4.2. Personnel Files.*** The employees covered by this Agreement may examine their
15 personnel files in the department's personnel office in the presence of the department Personnel
16 Manager or a designee. Upon request, employees may receive a copy of any materials in their file.
17 Employees shall be notified of any materials related to disciplinary actions to be placed in their
18 personnel files. Employees shall be given an opportunity to provide a written response to any written
19 evaluations, disciplinary actions, or any other material to be included in the personnel file.

20 ***Section 4.3. Employer Policies.*** All written department policies and procedures addressing
21 working conditions specified in this Agreement for employees covered by this Agreement shall be
22 furnished to the Union. If conditions allow, the Employer will attempt to give the Union at least two
23 (2) weeks notice of any such written policies.

24 ***Section 4.4. Performance Evaluations.*** The Employer shall maintain a performance
25 evaluation system relating to employees covered by this Agreement. The performance evaluation
26 system shall be used as a method in measuring an employee's performance. The performance
27 evaluation system shall encompass performance expectations based upon the goals and objectives of
28 the position being evaluated.

1 The evaluation must be prepared prior to and presented to the affected employee at an
2 evaluation conference which usually will be conducted by the person writing the evaluation. The
3 evaluatee has the responsibility to participate in the evaluation conference and to improve work
4 performance in any area where performance deficiencies are found to exist.

5 The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that
6 the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy
7 of his/her evaluation. In addition, the evaluatee may, during said conference, or within two (2) weeks
8 after the conference, comment in writing relative to the substance of the evaluation either on the
9 evaluation form or have his/her written comments affixed to the evaluation.

10 Employees appointed to regular, career service positions shall be evaluated at least once
11 during their probationary period and no less than annually thereafter. Normally, evaluations during
12 the probationary period will occur at two months and four months after the date of the probationary
13 appointment.

14 **Section 4.5. Position Vacancies.** Notice of all job vacancies in the department divisions in
15 which there are bargaining unit positions shall be disseminated by bulletin board posting, electronic
16 posting, or other appropriate means to the employees and Union Shop Stewards.

17 An announcement will be posted on the Union bulletin board notifying all employees of the
18 employee selected for any vacant bargaining unit position.

19 **Section 4.5.(a). Work Assignment.** Division management will post notice of any changes in
20 regular work assignments on the union bulletin board. Bargaining unit employees shall submit their
21 interest in writing within five (5) days from the date of posting. An announcement will be posted on
22 the union bulletin board notifying all employees of the employee selected.

23 **Section 4.6. Probation Period.** An employee appointed to a career service position shall
24 serve a probation period, which normally shall be six months from the date of appointment to a
25 classification. The probation period may be extended provided the employee and union
26 representative are notified of the extension prior to the expiration the initial six months, but probation
27 shall not exceed twelve months in any case.

ARTICLE 5: HOURS OF WORK

Section 5.1. Workweek/Workday. For regular full-time employees, between seven (7) and eight (8) hours shall constitute a normal day's work and between thirty-five (35) and forty (40) hours in any one week, between the hours of 7:00 a.m. and 5:00 p.m., or five (5) consecutive days, shall constitute a normal workweek. It is understood that the Employer may change the hours of any job where the working hours no longer meet the requirement of the work flow.

Section 5.1.(a). With the approval of the employer, employees may flex their schedules to fulfill their job responsibilities.

Section 5.2. Meal and Break Periods. Each seven (7) or eight (8) hour workday shall include one unpaid meal period of at least thirty (30) minutes approximately midway through the shift, and two (2) paid break periods of fifteen (15) minutes each. One additional paid break period of fifteen (15) minutes may be taken during each three (3) hour overtime period. Employees required to remain in the workplace during their meal period shall be paid.

Section 5.3. Overtime. All time worked in excess of forty (40) hours in one work week (except as provided in Section 6.8) shall be considered overtime and paid for at the rate of one and one-half (1-1/2) times the regular hourly rate of pay. All overtime requires prior authorization by the Employer.

Employees required to work four (4) or more hours beyond their regular shift shall be provided a meal allowance consistent with County ordinance.

Section 5.4. Workweek. Nothing in Article 5 shall limit the Employer's ability to offer the Employee an alternative work schedule.

Section 5.5. Call-In Pay. Should an employee be called in to work on a scheduled day off or after normal working hours, the employee shall receive not less than two (2) hours pay at the applicable rate. An employee shall be deemed to have been called in only when the employee receives notice of work after having left the work site. If an employee receives such notice of work before leaving the work site, but after the end of the preceding regular shift, the employee shall be deemed to have worked continuously.

Section 5.6. Inclement Weather. Should weather conditions prevent an employee from

reporting to work the following shall apply:

1. Employees shall notify their supervisors as soon as they are aware they are unable to report for work.

2. Employees may request and supervisors may approve the use of compensatory time, vacation time, or leave without pay to cover time loss due to inclement weather.

3. Sick leave may not be used to cover time loss due to inclement weather.

4. Upon prior approval by the Employer, employees may report to work at another work facility closer to their residence in the event of inclement weather.

Section 5.7. Out Stationing.

A. Employees of the classification(s) to be out stationed shall select their preferred site assignment(s) by order of seniority.

B. Employees normally shall be assigned to work at no more than two (2) different out stationed locations per day.

C. Out stationed employees shall be required to perform a reasonable number of client consultations per day.

D. The Employer shall provide all bargaining unit employees with a job description and written expectations of their assignments. The immediate supervisor for an out stationed employee shall be readily accessible to an employee needing assistance and direction. Meetings between out stationed employees and their immediate supervisor shall be scheduled regularly at the out station locations.

E. Out stationed employees shall continue to participate in committees and meetings sponsored by the Employer. Work schedules and work loads shall accommodate such participation. The Employer shall pay mileage and parking to out stationed employees traveling to meetings or between work sites during the work day.

Section 5.8 Training. When management approves an employee to attend a training program, the training will be considered paid work time, and the County will pay program fees and pay travel expenses in accordance with County reimbursement policies.

ARTICLE 6: HOLIDAYS

Section 6.1. Holidays Observed. The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

New Year's Day	January 1
MLK Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

Section 6.2. Personal Holidays. Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. These days can be used in the same manner as any vacation day earned. Administration of this benefit shall be consistent with King County Ordinance.

Section 6.3. Holiday Pay Qualification. An employee must be in paid status on the day prior to and the day following a holiday to be eligible for holiday pay.

Section 6.4. Work on a Holiday. Work performed on holidays shall be paid at one and one half (1-1/2) times the regular rate in addition to the regular holiday pay.

Section 6.5. Holidays falling on Saturday shall be observed the preceding Friday unless otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless otherwise designated.

Section 6.6. Proration of Paid Holidays for Part-time Employees. A regular part-time employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon

1 straight time hours compensated during the pay period prior to the pay period in which the holiday
2 falls.

3 **Section 6.7. Holiday Pay for Alternative Work Schedules.** Holiday benefits shall be based
4 on an eight (8) hour day, for employees working a forty (40) hour per week schedule. Employees
5 working a thirty-five (35) hour per week schedule receive holiday benefits based on seven (7) hours a
6 day. Employees scheduled to work an alternative work week shall be granted no more than ninety-
7 six (96) holiday hours per year, eighty-four (84) hours for employees working a thirty-five hour per
8 week schedule. An employee working an alternative schedule, such as four ten-hour days, during
9 which a holiday occurs shall have the option of receiving eight (8) hours pay for the holiday pay or
10 adding either accrued compensatory or vacation time to the eight (8) hours of holiday pay in order to
11 receive ten (10) hours of pay for the holiday.

12 **Section 6.8. Holidays and Overtime.** Holidays paid for but not worked shall be recognized
13 as time worked for the purpose of determining overtime eligibility, except for paid time off taken as a
14 personal holiday as defined in Section 6.2 above.

ARTICLE 7: VACATION

Section 7.1. Accrual.

Section 7.1.(a). Full-time employees shall accrue vacation pursuant to County ordinance:

Full Years of Service	Annual Leave in Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

Section 7.1.(b). Regular Part-time Employees shall accrue vacation prorated to the number of hours the employee actually works.

Section 7.2. Use of Accrued Vacation.

Section 7.2.(a). An employee may accumulate a vacation balance which shall never exceed at any time the equivalent of sixty (60) days. Exceptions can be made only when the Employer cancels an employee's previously scheduled and approved vacation.

Section 7.2.(b). Employees may use accumulated vacation with pay after completing one

1 thousand forty (1040) hours or six (6) calendar months, whichever occurs first.

2 **Section 7.2.(c).** The minimum vacation allowance to be used by an employee shall be one (1)
3 hour.

4 **Section 7.2.(d).** After six (6) months service, upon termination of employment for any
5 reason, employees shall be paid for all unused vacation.

6 **Section 7.2.(e).** Upon the death of an employee in active employment, pay shall be issued for
7 any unused vacation.

8 **Section 7.3. Vacation Scheduling.** The Department and Division management shall arrange
9 vacation time for employees on such schedules as will least interfere with the functions of the
10 Department but which accommodate the desires of the employee to the greatest degree possible.
11 Employee vacation requests shall be approved or denied in writing within ten (10) workdays after
12 submission to the Employer.

13 **Section 7.4. Vacation Usage Prior to a Leave of Absence.** Employees must use all accrued
14 vacation prior to beginning a leave of absence without pay for non-medical reasons, unless an
15 exception is approved by the King County Director of OHRM.

16 **Section 7.5. PERS I Accrual Pay-Off.** Employees who are eligible for participation in the
17 Public Employees' Retirement System Plan I, shall not be compensated for more than two hundred
18 forty (240) hours of accrued vacation at the time of retirement. Vacation hours accrued in excess of
19 two hundred forty (240) hours must be used prior to the employee's date of retirement or such excess
20 hours will be lost.

ARTICLE 8: SICK LEAVE

Section 8.1. Accrual. Employees shall accrue and use sick leave consistent with King County ordinance. Sick leave with pay shall be earned by all regular and term-limited temporary employees at the rate of .04616 times the number of hours in pay status, exclusive of overtime, up to a maximum of eight hours per month. There shall be no maximum on accrual of sick leave. New employees shall accrue sick leave from date of hire.

Section 8.2. Use of Accrued Sick Leave.

Section 8.2.(a). Employees may use accrued sick leave in accordance with applicable federal, state, and local laws, including using sick leave for the illness or injury to the employee, serious illness or injury to spouse, domestic partner or relatives living with and dependent upon the employee, medical or dental care for the employee, and for maternity or paternity leave. An employee is entitled to all benefits of this Agreement while using earned sick leave, including the accrual of sick leave, vacation, holiday pay, retirement, and health and welfare benefits.

Section 8.2.(b). Department management shall be responsible for proper administration of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed health care provider or other satisfactory evidence of illness to the appointing authority for any requested sick leave absences of more than three (3) working days or if abuse of sick leave is suspected. Abuse of sick leave shall be grounds for disciplinary action.

Section 8.2.(c). If an employee is injured or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, he/she shall notify the department immediately upon return to work. A doctor's statement or other proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

Section 8.3. Sick Leave Payment.

Section 8.3.(a). Upon retirement, thirty-five (35) percent of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his/her retirement.

Section 8.3.(b). Upon the death of an employee, thirty-five (35) percent of such employee's accumulated sick leave credits shall be paid to a designated beneficiary.

1 **Section 8.4. Wellness Incentive.** Employees within the bargaining unit who, during a
2 calendar year, used less than thirty-six (36) hours of sick leave may convert eight (8) hours of
3 unused, accrued sick leave to a personal vacation day to be used in the next calendar year. This
4 benefit shall be prorated for part-time employees.

5 **Section 8.5.** Termination of an employee's continuous service shall cancel all sick leave
6 accrued to the time of such termination. Should the employee resign in good standing or be laid off
7 and return to County employment within two (2) years, he or she shall have accrued sick leave
8 restored. No payment shall be made to any employee for unused sick leave accumulated to his or her
9 credit at the time of termination of employment, regardless of the reason therefore, except as
10 provided for in Section 8.3, of this Article. The date of termination of employment shall be
11 considered as the date certified by the department head or designee as the last day worked and shall
12 not include the equivalent time involved in any overtime or vacation payoff made at the time of
13 termination.

ARTICLE 9: RATES OF PAY

Section 9.1. Pay Increases.

(a) Effective January 1, 2001 the salary in effect on December 31, 2000, for each employee in the bargaining unit shall be increased by ninety (90) percent of the CPI-W (September to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two (2) percent or greater than a maximum of six (6) percent.

(b) Effective January 1, 2002 the salary in effect on December 31, 2001, for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W (September to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two (2) percent or greater than a maximum of six (6) percent.

(c) Effective January 1, 2003 the salary in effect on December 31, 2002, for each employee in the bargaining unit shall be increased by ninety (90) percent of the CPI-W (September to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two (2) percent or greater than a maximum of six (6) percent.

Section 9.2. Step Increases. Employees shall move through the steps in their pay range based on longevity. Full-time employees hired at Step 1 of their pay range shall receive one (1) step increase after successful completion of the probationary period, and increases each year thereafter. Full-time employees hired above Step 1 of their pay range shall receive a one (1) step increase after one (1) year, and increases each year thereafter. Part-time employees shall receive step increases based on actual hours worked (i.e., a half-time employee hired above Step 1 of their pay range would receive a step increase after two (2) years).

Section 9.3. Lead Pay. Employees properly assigned as leads shall receive a five (5) percent premium.

Section 9.4. Out of Class Pay. Employees performing work in a higher paying classification in excess of five (5) working days, when properly assigned, shall receive the recruiting level salary for that classification or five percent (5%) above their present salary, whichever is greater, but not more than the maximum rate of pay for the higher classification.

Section 9.5. Classification and Compensation Project. Upon completion of the

1 classification and compensation project, the Union and the Employer shall meet to discuss the
2 findings of the project and, if appropriate, negotiate implementation of the results of the study.

3 **Section 9.6. Shift Differential.** The County will pay shift differential of sixty (60) cents per
4 hour for regularly scheduled shifts of at least thirty (30) days duration which begin after 12:00 p.m.

1 **ARTICLE 10: LEAVES OF ABSENCE**

2 ***Section 10.1. General Provisions.*** The continuous service and seniority status of an
3 employee shall not be interrupted while on unpaid leave of up to one year due to industrial injury or
4 military service.

5 ***Section 10.2. Family and Medical Leave.*** Employees covered by this Agreement may be
6 entitled to paid and/or unpaid leave for the employee's own health condition or for family care, as
7 provided by the King County Family and Medical Leave Ordinance.

8 ***Section 10.3. Bereavement Leave.*** Employees shall be granted annually up to three (3) days
9 leave with pay per occurrence, up to three occurrences per year, for the death of parents, children,
10 children of spouse, siblings, spouse, domestic partner, and grandchildren of the employee and parents
11 and siblings of the employee's spouse/domestic partner.

12 Regular full-time employees who have exhausted their bereavement leave shall be entitled to
13 use sick leave in the amount of three (3) days for each instance when death occurs to a member of the
14 employee's immediate family.

15 ***Section 10.4. Court Leave.*** All regular employees ordered on a jury or to appear before a
16 court of law in a matter related to their employment in King County shall be entitled to their regular
17 pay; provided however, fees for such jury duty are deposited, exclusive of mileage, with the King
18 County Office of Finance. Employees shall report back to their work supervisor when dismissed
19 from jury service. The employee's supervisor will advise employees of the method of charging for
20 the absence prior to the appearance date.

21 ***Section 10.5. Military Duty.***

22 The appointing authority, with the approval of the Director of OHRM, shall grant, for a
23 period not exceeding fifteen (15) days during each calendar year, leaves of absence with pay to
24 employees, except temporary employees and administrative interns, for the purpose of taking part in
25 active military training duty as provided by state law, RCW 38.40.060; provided, that a request for
26 such leave shall be submitted in writing by the employee and accompanied by a validated copy of
27 military orders ordering such active duty training. The appointing authority and the Director of
28 OHRM shall abide by applicable federal law in granting any military leave of absence for a period

1 in excess of fifteen (15) consecutive calendar days.

2 **Section 10.6. Leave Without Pay.** Except where a leave of absence is taken in conjunction
3 with a worker's compensation claim, and/or according to provisions of the Family and Medical
4 Leave Ordinance leaves of absence without pay are administered as follows:

5 1. Leaves of absence without pay for periods of thirty (30) calendar days or less may
6 be authorized in writing by the employee's division manager.

7 2. Leaves of absence without pay shall be for periods not to exceed one year except
8 that the Director of OHRM may, in special circumstances, grant an extension beyond one year.

9 3. Other employee benefits shall not accrue to the employee while on leave of
10 absence without pay except as otherwise provided by ordinance.

11 4. If a leave of absence without pay was granted for purposes of recovering health,
12 the employee may be required to submit a physician's statement concerning the employee's ability to
13 resume duties prior to return to work.

14 5. An employee on leave of absence without pay may return from the leave before its
15 expiration date if the employee provides the division manager with a written request to that effect
16 fifteen (15) days prior to resuming duties.

17 6. A leave of absence may be revoked upon evidence submitted to the department
18 director indicating that the leave of absence was requested and granted under false pretenses, or that
19 the need for the leave of absence has ceased to exist.

20 7. When a leave of absence without pay is used in conjunction with paid leave time,
21 the total paid leave time must always be used at the beginning of the period of absence and may not
22 be interspersed in the period of the leave of absence without pay.

23 **Section 10.7. Industrial Accident Leave.**

24 **Section 10.7.(a).** An employee who returns from a leave of absence due to an injury or illness
25 as a result of employment with the County will be placed on the salary range and step the employee
26 would have attained if there had been no leave of absence.

27 **Section 10.7.(b).** Sick leave may be used to supplement the amount of compensation received
28 by an employee for workers compensation insurance, up to the amount normally received for

1 regular hours worked prior to being on disability. An employee may not simultaneously collect sick
2 leave and workers' compensation payments in a total amount greater than the regular net pay of the
3 employee.

ARTICLE 11: GRIEVANCE PROCEDURE

The Union and the Employer recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

The employees and immediate supervisors are encouraged to make every attempt to resolve the issue of concern in a timely manner prior to filing a formal grievance.

Time limits in this Article may be extended by mutual agreement of the parties. The steps provided herein may be waived by mutual agreement between the Employer and the Union.

Section 11.1. Definition. A grievance shall be defined as an alleged violation of any of the express terms of this Agreement.

No modifications in the basic violation being alleged pursuant to this grievance procedure shall be made subsequent to the filing of a grievance unless mutually agreed to by both the County and the grievant and/or the grievant's representative.

Step 1. Immediate Supervisor.

The employee and Shop Steward, if requested by the employee, shall present the grievance in writing, within ten (10) working days of the occurrence of such grievance, to the employee's immediate supervisor. The written grievance should:

1. Fully describe the grievance and how the employee(s) was/were adversely affected;
2. Set forth the section(s) of the contract allegedly violated;
3. Indicate the date(s) of the incident(s) grieved;
4. Specify the remedy or solution to the grievance sought by the employee(s);
5. Identify the grievant and be signed by the grievant; and
6. Identify the person, if any, chosen by the grievant to be his/her representative.

The immediate supervisor shall gain all relevant facts and shall attempt to resolve the matter and notify the employee of his/her response in writing within ten (10) working days of receipt of the grievance.

1 If the employee and/or Union representative has not received a response at Step 1 within the
2 time frames listed above, the grievance may be elevated to Step 2. If the grievance is not pursued to
3 the next step within ten (10) working days following receipt of the written Step 1 response from the
4 immediate supervisor, or within the time frames listed above if no response is received, it shall be
5 presumed resolved. Grievances involving a suspension or discharge from employment shall be filed
6 at Step 2 within ten (10) workdays of being notified in writing of such disciplinary action.

7 **Step 2. Division Manager.**

8 If the decision of the immediate supervisor has not resolved the grievance satisfactorily or is
9 filed initially at Step 2, the employee and his/her representative shall reduce the grievance to writing,
10 outlining the facts as they are understood. The written grievance shall then be presented to the
11 division director for investigation, discussion, and written reply. The division manager, after
12 consulting with the department head shall make his/her written decision available to the aggrieved
13 employee within seven (7) working days. If the grievance is not pursued to the next higher level
14 within ten (10) working days it shall be presumed resolved.

15 **Step 3. Labor Relations.**

16 If after thorough evaluation, the decision of the division director has not resolved the
17 grievance to the satisfaction of the employee, the grievance shall be presented to a designated
18 representative of the King County Office of Human Resources Management (OHRM) within ten (10)
19 workdays of the division director's response. All letters, memoranda, and other written materials
20 previously submitted shall be given to the OHRM representative for evaluation, and the grievance
21 shall also include the specific reason(s) the answer previously provided is not satisfactory. The
22 OHRM representative and the Union representative shall meet within ten (10) workdays for the
23 purpose of resolving the grievance. The OHRM representative shall provide the Union with a written
24 response to the grievance within ten (10) workdays of the Step 3 meeting. If the grievance is not
25 pursued to the next higher level within ten (10) working days, it shall be presumed resolved.

26 **Step 4. Grievance Mediation.**

27 If the grievance is not resolved at Step 3 of the procedure upon mutual agreement, the
28 Employer and the Union may submit the grievance to the Public Employment Relations

Commission or another mutually agreed upon mediator for mediation within five (5) workdays of the Employer's last response. If mediation fails to resolve the issue(s), then the matter may be referred to arbitration.

Proceedings before the mediator shall be informal and the rules of evidence shall not apply. No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the Employer. In the event the grievance is not resolved, the mediator may provide the parties an oral advisory opinion in a separate or joint session. Mediation is concluded when the mediator and/or one of the parties declares an impasse.

If either party does not accept an advisory opinion, the matter may then proceed to arbitration; the arbitration hearings shall be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used against them during the arbitration proceedings.

Step 5. Arbitration.

If the grievance is not resolved through mediation, the Union or the Employer may request that the grievance, as defined below, be submitted to arbitration as provided hereinafter.

Only those unresolved grievances filed and processed in accordance with the grievance procedure as outlined above which directly concern or involve an alleged violation of an express term of this agreement, may be submitted to arbitration.

Notwithstanding any other provision of this Agreement, the following matters are expressly excluded from arbitration:

Oral or written reprimands

The Union or Employer may submit the issue(s) to arbitration within twenty (20) workdays following conclusion of the last step. Failure to request arbitration within the above time limits shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance to arbitration. The notice requesting arbitration shall set fourth the specific issue or issues still unresolved.

The parties shall select a mutually acceptable arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7)

1 arbitrators furnished by PERC or the Federal Mediation and Conciliation Service. The arbitrator will
2 be selected from the list by both the County representative and the Union, each alternately striking a
3 name from the list until only one name remains, with the grieving party striking first.

4 The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator
5 shall be final, conclusive and binding upon the Employer, the Department, the Union, and the
6 employee involved. The arbitrator shall have no power to render a decision that will add to, subtract
7 from, alter, change, or modify the provisions of this Agreement. The arbitrator's fee and expenses
8 shall be borne equally by both parties. Regardless of the outcome of the arbitration, each party shall
9 bear the costs of its own legal representation. Each party shall bear the cost of any witnesses
10 appearing on that party's behalf. The arbitrator's decision shall be made in writing and shall be
11 issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

12 **Section 11.2.** A designated shop steward and grievant(s) shall be granted reasonable release
13 time by their immediate supervisors for the purposes of attending the grievance meetings outlined
14 above.

15 If the supervisor is unable to grant release time at the time requested, she/he will provide an
16 alternative time when such release time can be granted.

1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS**

2 *Section 12.1. County Insurance Committee.* Medical, Dental, and Life Insurance Benefits
3 for those employees on King County Benefits shall be negotiated through the King County Insurance
4 Committee which negotiates with collective bargaining representatives of King County as a group.

ARTICLE 13: HEALTH AND SAFETY

The Employer agrees to comply with all applicable federal, state and local laws and regulations regarding health and safety.

1 **ARTICLE 14: REDUCTION IN FORCE**

2 **Section 14.1. Order of Layoff.** In the event of a reduction in force due to lack of work and/or
3 lack of funds or considerations of efficiency, layoffs shall be by Seniority. Seniority shall be defined
4 as an employee's adjusted service date within a classification. The position(s) to be eliminated shall
5 be at the sole discretion of the Employer. If the Employer determines that an employee possesses a
6 unique skill or abilities which are essential to the operation of the division, the Employer may retain
7 such an employee and need not lay them off under the seniority-based layoff procedure of this
8 Article. The least senior employee(s) in the affected job classification shall be laid off first; however,
9 in the event of two (2) employees having the same seniority in the affected job classification, ability
10 and skill, shall be the determining factor on retention. In lieu of laying off an employee, the Director
11 of OHRM may reassign such employee(s) to a comparable, vacant position, if the Director of OHRM
12 determines such reassignment to be in the best interest of the County.

13 **Section 14.2. Bumping.** In any layoff, more senior employees, if qualified, as determined by
14 the Department, shall be entitled to bump less senior employees, the intent being that the least senior
15 employees be laid off first. Employees in the bargaining unit who are laid off may bump into other
16 positions in the bargaining unit if they meet all of the following criteria:

- 17 1. The employee to be bumped has the least Seniority in the lower classification than
18 the employee who elects to bump; and
19 2. The employee to be bumped is at a lower pay range than the employee who elects
20 to bump; and
21 3. The employee electing to bump has previously performed the essential duties of the
22 person (including work unit and function) he/she is electing to bump.

23 **Section 14.3. Placement.** The County will attempt to place all employees scheduled for
24 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
25 Director of OHRM.

26 **Section 14.4. Recall.** All employees who are laid off shall be placed on a recall list with the
27 employee with the most Seniority being recalled first. A laid-off employee may be removed from the
28 department recall list for any of the following reasons:

1. The expiration of two (2) years from the date of layoff.
2. Re-employment within the County in a comparable position or job class.
3. Failure to accept employment in a comparable position or job class or to report to work.
4. Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with King County.
5. Failure to respond within seven (7) days to a communication regarding availability of employment.
6. Request in writing by the laid-off employee to be removed from the list.

1 **ARTICLE 15: EDUCATION AND TRAINING**

2 The County and the Union agree continuous upgrading of employee's skills and knowledge is
3 beneficial to providing quality services to the public. Therefore, employees covered by this
4 Agreement are encouraged to take advantage of opportunities available for continuing education.
5 The Employer recognizes the importance and value of providing training opportunities. To that end,
6 the Health Department and the Department of Community and Human Services will continue to have
7 this as a goal, making every effort to allow employees reasonable release time to attend training
8 sessions and seminars in their field.

1 **ARTICLE 16: MISCELLANEOUS**

2 ***Section 16.1. Automobile Usage.*** An employee covered by this Agreement, who is required
3 by the Employer to provide a personal automobile for use in Employer business on a periodic basis,
4 shall for any day in which his/her automobile is so used be reimbursed at the rate set forth in the
5 applicable King County Ordinance.

6 ***Section 16.2. Employee Assistance Program.*** An Employee who appears to have a
7 substance abuse, behavioral, or other problem which is affecting job performance or interfering with
8 the ability to do their job, shall be encouraged to seek information, counseling, or assistance through
9 the King County Employee Assistance Program.

10 ***Section 16.3. Bus Passes.*** The County agrees to provide bus passes to all regular full-time
11 and regular part-time employees as established by the King County Council by ordinance.

12 ***Section 16.4. Labor Management Committee.*** The parties agree that each Department shall
13 develop and participate in a Labor-Management Committee, which shall meet on a quarterly basis,
14 unless the parties agree to a different schedule. The ground rules, agendas and procedures shall be
15 jointly developed, within each Department, by the Union and designated management participants.

16 ***Section 16.5. Biweekly Pay.*** The parties agree to accept a bi-weekly payroll program as
17 adopted by the King County Council.

18 ***Section 16.6. Meal Allowance.*** An employee covered by this Agreement, who is required by
19 the Employer to travel on Employer business will be entitled to an allowance consistent with King
20 County Ordinance.

1 **ARTICLE 17: MANAGEMENT RIGHTS**

2 **Section 17.1.** The County will continue to have, whether exercised or not, all the right,
3 powers and authority heretofore existing including, but not limited to, the following: the right to
4 determine the standards of services to be offered by the department; determine the standards of
5 selection of employment; direct its employees; take disciplinary action; determine the methods, tools,
6 and standards of evaluating employee performance, relieve its employees from duty because of lack
7 of work or for other reasons; issue and endorse rules and regulations; maintain and improve the
8 efficiency of governmental operations; determine the methods, means, and personnel by which the
9 County operations are to be conducted; determine job classifications of County employees; exercise
10 complete control and discretion over its work and fulfill all of its legal responsibilities, and to
11 determine the work schedules of its employees. All the rights, responsibilities and prerogatives that
12 are inherent in the County by virtue of all federal, state, and local laws and regulations provisions
13 shall not be subject to any grievance or arbitration proceeding.

14 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the
15 County Executive or the County Council, the adoption of policies, rules, regulations and practices in
16 furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited
17 only by the specific and express terms of this Agreement and then only to the extent such specific
18 and express terms hereof are in conformance with the Constitution and Laws of the United States and
19 the Constitution and Laws of the State of Washington.

20 The exercise by the County through its County Council and Executive and management
21 representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the
22 grievance procedure set forth herein.

1 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 18.1.** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
8 to end such interference. Any concerted action by any employees in the bargaining unit shall be
9 deemed a work stoppage if any of the above activities have occurred.

10 **Section 18.2.** Upon notification in writing by the County to the Union that any of its
11 members are engaged in a work stoppage, the Union shall immediately, in writing, order such
12 members to immediately cease engaging in such work stoppage and provide the County with a copy
13 of such order. In addition, if requested by the County, a responsible official of the Union shall
14 publicly order such Union members to cease engaging in such work stoppage.

15 **Section 18.3.** The Union shall not question the unqualified right of the Employer to discipline
16 or discharge employees engaging in or encouraging such action. It is understood that such action on
17 the part of the Employer shall be final and binding.

1 **ARTICLE 19: SEPARABILITY**

2 In the event that any provision of this Agreement shall be determined to be illegal or in
3 violation of any federal, state or local law or regulation, whether by judicial or administrative
4 determination, the remainder of this Agreement shall remain in full force and effect. The parties shall
5 within thirty (30) days of such determination enter into negotiations for the purpose of achieving
6 replacement language.

ARTICLE 20: DURATION

This Agreement covers the period from September 1, 2000 through August 31, 2003, and shall be in effect when ratified by both parties unless a different effective date is specified.

APPROVED this _____ day of _____, 2001

By _____

King County Executive

SIGNATORY ORGANIZATION:

Office and Professional Employees International Union

Local 8

OFFICE OF PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8
SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

ADDENDUM A

Employees covered by this Agreement are allocated to the King County job classifications listed below. Employees of the Department of Public Health, Seattle and King County, are assigned to the program Alcohol, Tobacco and Other Drugs, in the Prevention Division. Employees of the Department of Community and Human Services are assigned to the Mental Health, Chemical Abuse and Dependency Services Division.

Classification Title	Salary Range* (Squared Table)
Administrative Specialist I	33
Administrative Specialist II	37
Chemical Dependency Transfer Driver	29
Administrative Staff Assistant	48
Project/Program Manager I	53
Project/Program Manager II	58
Project/Program Manager III	63
Chemical Dependency Case Monitor	45
Chemical Dependency Involuntary Commitment Specialist	57

* Refer to the King County Squared Salary Schedule for rates